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5 Attorneys for Creditor,  
6 K&M Enterprises, LLC

7  
8 **IN THE UNITED STATES BANKRUPTCY COURT**  
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

10 In re:	)	<b>LEASE CASE NO. 15-51771</b>
11 SANTA CRUZ BERRY FARMING	)	<b>Jointly Administered with: 15-51772</b>
12 COMPANY, LLC	)	<b>Chapter 11</b>
13 Debtor.	)	<b>K&amp;M ENTERPRISES, LLC'S MOTION FOR</b>
14 Address: 116 Martinelli Street, Suite 8	)	<b>RELIEF FROM AUTOMATIC STAY</b>
Watsonville, CA	)	<b>PURSUANT TO 11 U.S.C. § 362(d)(1)</b>
15	)	<b>Date: August 14, 2015</b>
16 Also Affects:	)	<b>Time: 10:00 a.m.</b>
17 <input checked="" type="checkbox"/> Only Affects:	)	<b>Judge: Hon. M. Elaine Hammond</b>
18 CORRALITOS FARMS, LLC,	)	<b>Place: United States Courthouse</b>
19 Debtor.	)	<b>280 South First Street</b>
20 Address: 116 Martinelli Street, Suite 7	)	<b>Courtroom 3070</b>
Watsonville, CA	)	<b>San Jose, CA 95113-3099</b>

21 K&M Enterprises, LLC (hereinafter "K&M"), as agent for and on behalf of the following K&M  
22 Members: The Edward and M. Jean Kelly 1993 Revocable Trust as Amended, The Kelly Children's  
23 LLC, The Edward and Linda Ortega Living Trust Dated June 19, 2003, The Carlos Ortega Living Trust  
24 Dated May 9, 2003, and Mario and Angelica Renteria (the "Purchasing Members"), hereby moves this  
25 Court for relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) (the "Motion"), in order to  
26 allow the Purchasing Members of K&M to enforce their rights under the Buy/Sell Agreement dated  
27 January 1, 2003 (the "Buy/Sell Agreement"), to buy the interest of Corralitos Farms, LLC ("Corralitos")  
28 in K&M.

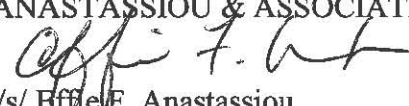
1 Good cause for this Motion exists on the grounds that the Buy/Sell Agreement is an executory  
2 contract. Although the rights of the Purchasing Members under the Buy/Sell Agreement to purchase  
3 Corralitos' interest in K&M (the "Corralitos Interest") were triggered by Corralitos' bankruptcy filing,  
4 these *ipso facto* provisions of the Buy/Sell Agreement are enforceable pursuant to the provisions of 11  
5 U.S.C. § 365(e)(2). The provisions of section 17705.02(f) of the California Corporations Code, the  
6 provisions of K&M's Operating Agreement, and the provisions of the Buy/Sell Agreement, prohibit  
7 and restrict the assignment of the Debtor's rights to the Corralitos Interest. Moreover, the other  
8 members of K&M have not consented to, authorized, or otherwise agreed to Corralitos selling the  
9 Corralitos Interest to a third party, or authorized the assignment or the assumption by a third party of the  
10 Corralitos Interest. Accordingly, this Court should issue an order authorizing the Purchasing Members  
11 to exercise their contractual rights to purchase the Corralitos Interest at fair market value under the  
12 terms of the Buy/Sell Agreement.

13 This Motion will be based upon this Motion, the Memorandum of Points and Authorities, the  
14 Notice of Hearing, the Declaration of Edward J. Kelly III, with exhibits, and the Declaration of Effie  
15 Anastassiou, with exhibits, being filed concurrently herewith, along with all of the pleadings in this  
16 case, and any additional oral or documentary evidence introduced through this Motion.

17 Respectfully Submitted,

18 Date: July 6, 2015

ANASTASSIOU & ASSOCIATES

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20 By: /s/ Effie F. Anastassiou  
21 Effie F. Anastassiou, Esq.,  
22 Attorneys for Creditor,  
23 K&M Enterprises, LLC, as Agent for the  
24 Purchasing Members  
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